



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in March 2015. The monthly rent is \$475.00.

On June 27, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant made application to dispute the notice in a timely manner.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy dated June 27, 2017 and allow the tenancy to continue on the following terms.

1. The tenant agreed to move out by 1:00p.m. on December 31, 2017.
2. The landlord agreed to allow the tenancy to continue until December 31, 2017.
3. The landlord will be issued an order of possession effective December 31, 2017
4. The tenant agreed to conduct herself in a respectful manner towards the landlord's staff and to refrain from verbal and written abuse towards staff.
5. The tenant agreed that the only form of communication between herself and the landlord's staff will be by way of written notes.
6. The tenant agreed to pick up her evening meal from the front desk and consume it inside her rental unit
7. The tenant agreed not to knock on the doors of residents that have requested the landlord to inform the tenant that her knocking on their doors was unwelcome. The landlord will provide a list of names to the tenant
8. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
9. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

The notice to end tenancy dated June 27, 2017 is set aside. The tenancy will continue until December 31, 2017 as per the above agreed upon terms and the terms of the tenancy agreement.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00pm on December 31, 2017. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 12, 2017

Residential Tenancy Branch